

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI839124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Ownership Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Allelogic Biosciences Corporation	03/20/2024
RECEIVING PARTY DATA	
Company Name:	Biotium, Inc.
Street Address:	46117 Landing Parkway
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8691968
Patent Number:	9222127
CORRESPONDENCE DATA	
Fax Number:	8669747329
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(650)493-9300
Email:	melissa.sanchez@wsgr.com,patentdocket@wsgr.com
Correspondent Name:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	35993-721.831 & 721.401
NAME OF SUBMITTER:	Melissa Sanchez
SIGNATURE:	/Melissa Sanchez/
DATE SIGNED:	02/20/2025
Total Attachments: 3	
source=Intellectual Property Ownership-signed Transfer Agreement (002)#page1.tiff	
source=Intellectual Property Ownership-signed Transfer Agreement (002)#page2.tiff	
source=Intellectual Property Ownership-signed Transfer Agreement (002)#page3.tiff	

Intellectual Property Ownership Transfer Agreement

This Intellectual Property Ownership Transfer Agreement ("Agreement") is made and entered into on March 20th, 2024, by and between Allelogic Biosciences Corporation, with its principal place of business at 3159 Corporate Place, Hayward, CA 94545 ("Transferor"), and Biotium, Inc., with its principal place of business at 46117 Landing Parkway, Fremont, CA 94538 ("Transferee").

Hereinafter, Transferor and Transferee may collectively be referred to as the "Parties."

Whereas, Transferor is the owner of certain intellectual property rights, including but not limited to patents, trademarks, copyrights, and any associated rights thereto (the "IP Rights"), as more fully described in Exhibit A attached hereto;

Whereas, Transferor desires to transfer all right, title, and interest in and to the IP Rights to Transferee, and Transferee desires to acquire all such right, title, and interest, subject to the terms and conditions set forth herein;

Now, therefore, in consideration of good and valuable consideration acknowledged by said Transferor to have been received in full from said Transferee, the Parties hereby agree as follows:

1. Transfer of IP Rights:

1.1 Transferor hereby irrevocably assigns, transfers, and conveys to Transferee all of its right, title, and interest in and to the IP Rights, including any and all associated goodwill.

1.2 Transferor agrees to execute any further documents and take any further actions reasonably necessary to effectuate the transfer of the IP Rights to Transferee.

2. Access to Intellectual Property:

2.1 Notwithstanding the transfer of ownership, Transferor shall retain the right to access and use the Intellectual Property for the purpose of research and development performed by Transferor, or allow other educational and non-profit institutions to do so for educational and research purposes ("Permitted Purpose").

2.2 Transferor agrees to use the Intellectual Property solely for the Permitted Purpose and not for any other purpose without prior written consent from Transferee.

2.3 Transferor shall not sublicense, assign, or otherwise transfer its access rights to the Intellectual Property to any third party without the prior written consent of Transferee.

3. Representations and Warranties:

3.1 Transferor represents and warrants that it is the sole and exclusive owner of the IP Rights, with full power and authority to transfer the same to Transferee.

3.2 Transferor further represents and warrants that, to its knowledge, the IP Rights are free and clear of any liens, encumbrances, or third-party claims.

3.3 Transferor warrants that it has not granted any licenses or other rights to any third parties with respect to the IP Rights that would conflict with the transfer contemplated herein.

4. Indemnification:

4.1 Transferor agrees to indemnify, defend, and hold harmless Transferee from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of the representations and warranties contained herein.

5. Governing Law:

5.1 This Agreement shall be governed by and construed in accordance with the laws of State of California, without regard to its conflicts of law principles.

6. Entire Agreement:

6.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

6.2 The terms and covenants of this Agreement shall inure to the benefit of said Transferee, its successors, and assigns, and shall be binding upon said Transferor and its assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Allelogic Biosciences Corporation

By: 

Name: Shane Xin

Title: VP, R&D

Date: March 20, 2024

Biotium, Inc.

By: 

Name: Vivien Chen

Title: VP, Business Development

Date: March 20, 2024

Exhibit A: Description of IP Rights

U.S. Patent entitled: "COMPOSITIONS AND METHODS FOR THE PROTECTION OF NUCLEOPHILIC GROUPS"

U.S. Patent No. US 8,691,968 B2

U.S. Patent No. US 9,222,127 B2